



SURETY BOND OF DEALER OR LESSOR/RETAILER

Bond No. _____
SURETY USE ONLY

Dealer's or Lessor/Retailer's No. _____
DMV USE ONLY

Know All Men by These Presents:

That We _____ as Principal

and _____ a Surety Company qualified and authorized to do business in the State of California, as Surety, are held and firmly bound unto the PEOPLE OF THE STATE OF CALIFORNIA, in the penal sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), lawful money of the United States of America, for the payment of which, well and truly to be made, the undersigned Principal and Surety bind themselves, their respective heirs, administrators, successors, and assigns, jointly and severally; firmly by these presents.

THE CONDITION of the foregoing obligation is such, that whereas Principal has made, or is about to make, application to the State of California for a license under Chapter 3.5 or 4, Division 5, of the Vehicle Code of the State of California to act as a dealer or lessor/retailer of vehicles;

NOW, THEREFORE, if the Principle shall:

(1) Well and truly continue the business of dealer or lessor/retailer of vehicles free from the practice of any fraud, or without making any fraudulent representations, within the meaning of that term as explained in Sections 11613 and 11711 of the Vehicle Code.

(a) which cause a monetary loss to a purchaser, seller, or governmental agency, or

(b) which cause a monetary loss to a financing agency in respect to such a conditional sales contract as is defined in Section 2981 of the Civil Code, and which was acquired by said agency by way of purchase of pledge; and

(2) Pay for every vehicle sold to and purchased by him from any person; and

(3) Reimburse the State of California, or any political subdivision thereof, for any loss or damage which the State of California, or any political subdivision, may suffer by reason of a violation by such dealer, lessor/retailer or his representative, of any of the provisions of Division 3 of the Vehicle Code, or Division 2, Part 5 of the Revenue and Taxation Code:

then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall be effective on _____, and shall
MONTH DAY YEAR

run concurrently with the period of the license granted to the Principal, and shall remain in full force and effect for any renewals thereof, provided, however, that the penalty of said bond shall not be cumulative from year to year, and the total liability of the Surety herein shall not exceed the sum of \$10,000.00, regardless of the number of license periods for which said bond is in force.

It shall be the responsibility of the surety to notify the Department of Motor Vehicles immediately upon the payment of any funds which decreases the liability of the Surety under this bond, or if there is outstanding a final court judgment for which the dealer, lessor/retailer and/or bonding company is liable.

This bond may be cancelled by the Surety upon the Surety serving written notice upon the Department of Motor Vehicles of its desire to cancel, and the cancellation date shall be thirty (30) days from the date said notice of cancellation is received.

IN WITNESS WHEREOF the said Principal and Surety have hereunto signed these presents _____
MONTH DAY YEAR

SURETY SEAL

X

PRINCIPAL

LICENSEE

SURETY

FIRM NAME

ADDRESS OF SURETY

By:

ATTORNEY-IN-FACT FOR SURETY



BOND #
OL #

CERTIFICATE OF APPOINTMENT

KNOW ALL MEN BY THESE PRESENTS: That I/We _____, PRINCIPAL
as Principal, hereby appoint(s) the Director of the Department of Motor Vehicles as principal's true and lawful agent upon whom all process may be served in any action, or actions, which may thereafter be commenced against said principal, arising out of any claim for damages suffered by any firm, person, association or corporation by reason of the violation of said principal of any of the terms and provisions of the California Vehicle Code or any condition of the bond. Principal further stipulates and agrees that, when personal service of process upon principal cannot be made in the State after due diligence, that service can be made upon the Director of Motor Vehicles, or in the event of the Director's office and that such service of process shall be of the same legal force and effect as if served upon the Director of Motor Vehicles, or in the event of the Director's absence from his/her office, that service can be made upon any employee of the State of California in charge of the Director's office and that such service of process shall be the same legal force and effect as if served upon principal personally; that principal further stipulates and agrees that the agency created by said appointment shall continue for and during the period cover by any license that may be issued by the Department of Motor Vehicles and so long thereafter as the principal may be made to answer in damages for a violation of the California Vehicle Code, or any condition of principal's bond; principal further agrees that for purposes of venue, whenever service is made upon the director, the service shall be deemed to have been made upon principal in the county in which principal has or last had his/her established place of business.

IN WITNESS WHEREOF, the said principal has hereunto set his hand this _____ .
MONTH DAY YEAR

PRINCIPAL

(Individual Acknowledgment)

State of California)
) ss.
County of _____)

On this _____ before me
MONTH DAY YEAR

personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument and acknowledged to me that he or she executed it.

(NOTORIAL SEAL)

NOTARY PUBLIC OR AUTHORIZED EMPLOYEE, DEPARTMENT OF MOTOR VEHICLES

(Partner Acknowledgment)

State of California)
) ss.
County of _____)

On this _____ before me
MONTH DAY YEAR

personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument and acknowledged to me that he or she executed it.

(NOTORIAL SEAL)

NOTARY PUBLIC OR AUTHORIZED EMPLOYEE, DEPARTMENT OF MOTOR VEHICLES

(Corporate Acknowledgment)

State of California)
) ss.
County of _____)

On this _____ before me
MONTH DAY YEAR

personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument and acknowledged to me that he or she executed it.

(NOTORIAL SEAL)

NOTARY PUBLIC OR AUTHORIZED EMPLOYEE, DEPARTMENT OF MOTOR VEHICLES